

EXECUTIVE SUMMARY
of
Teleport Communications Group, Inc. (Kentucky)
BellSouth Standard Interconnection Agreement

Agreement Effective Date: July 14, 1999	Agreement Expiration Date: August 12, 2000
OCN:	GAC:
CIC (if applicable):	ACNA:
Negotiator: Susan Arrington	Negotiator Tel No: (404) 927-7513
Location of Executive Summary: t:\hendrix\arington\TCG	Location of Interconnection Agreement: t:\hendrix\arrington\TCG

Attachment Name/Number	Section Number	Version Date	No Devia- tion	Deviation	Deviation Affect Compliance Y/N	If Complianc e Item, Priority H/M/L	If Deviation, enter Paragraph No. And Brief Description of Deviation. If different by state, note here also.
Terms/Conditions	Preface	AT&T-KY	X				
	1	AT&T-KY	X				
	2	AT&T-KY	X				
	3	AT&T-KY	X				
	4	AT&T-KY	X				
	5	AT&T-KY	X				
	6	AT&T-KY	X				
	7	AT&T-KY	X				
	8	AT&T-KY	X				
	9	AT&T-KY	X				
	10	AT&T-KY	X				
	11	AT&T-KY	X				
	12	AT&T-KY	X				
	13	AT&T-KY	X				
	14	AT&T-KY	X				
	15	AT&T-KY	X				
	16	AT&T-KY		X			Except as otherwise stated in this Agreement, the parties agree that if any dispute arises as to the interpretation of any provision of this

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							Agreement or as to the proper implementation of this Agreement, the parties will petition the Commission for a resolution of the dispute. However, each party reserves any right it may have to seek judicial review of any ruling made by the Commission concerning this Agreement.
	17	AT&T-KY	X				
	18	AT&T-KY	X				
	19	AT&T-KY	X				
	20	AT&T-KY	X				
	21	AT&T-KY	X				
	22	AT&T-KY	X				
	23	AT&T-KY	X				
	24	AT&T-KY	X				
	25	AT&T-KY	X				
	26	AT&T-KY	X				
	27	AT&T-KY	X				
	28	AT&T-KY	X				
	29	AT&T-KY	X				
	30	AT&T-KY	X				
	31	AT&T-KY	X				
	32	AT&T-KY	X				
	33	AT&T-KY	X				
	34	AT&T-KY	X				
	35	AT&T-KY	X				
	36	AT&T-KY	X				

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	37	AT&T-KY		X			37. The rates that TCG and BellSouth shall charge each other for the termination of local calls are set forth in Table 1 (see Section 26 for Table 1). Facilities needed to be purchased by either TCG or BellSouth for the purpose of interconnecting the networks of one company with the networks of the other may be purchased at rates, terms and conditions set forth in BellSouth's Intrastate Switched Access (Section E6) or Special Access (Section E7) Services Tariff.
	38	AT&T-KY	X				
	39	AT&T-KY	X				
	40	AT&T-KY	X				
	41	AT&T-KY	X				
	42	AT&T-KY	X				
	Table 1	AT&T-KY	X				
	43	AT&T-KY	X				
1-Alternative Dispute Resolution	1	AT&T-KY		X			Not applicable - deleted in its entirety
	2	AT&T-KY		X			Not applicable - deleted in its entirety
	3	AT&T-KY		X			Not applicable - deleted in its entirety
	4	AT&T-KY		X			Not applicable - deleted in its entirety
	5	AT&T-KY		X			Not applicable - deleted in its entirety
	6	AT&T-KY		X			Not applicable - deleted in its entirety
	7	AT&T-KY		X			Not applicable - deleted in its entirety
	8	AT&T-KY		X			Not applicable - deleted in its entirety
	9	AT&T-KY		X			Not applicable - deleted in its entirety

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	10	AT&T-KY		X			Not applicable - deleted in its entirety
	11	AT&T-KY		X			Not applicable - deleted in its entirety
	12	AT&T-KY		X			Not applicable - deleted in its entirety
	13	AT&T-KY		X			Not applicable - deleted in its entirety
	15	AT&T-KY		X			Not applicable - deleted in its entirety
Attachment 2 – Network Elements	1	AT&T-KY		X			
	2	AT&T-KY	X				
	3	AT&T-KY	X				
	4	AT&T-KY	X				
	5	AT&T-KY	X				
	6	AT&T-KY	X				
	7	AT&T-KY	X				
	8	AT&T-KY	X				
	9	AT&T-KY	X				
	10	AT&T-KY	X				
	11	AT&T-KY	X				
	12	AT&T-KY	X				
	13	AT&T-KY	X				
	14	AT&T-KY	X				
	15	AT&T-KY	X				
	16	AT&T-KY	X				
3-Ancillary Functions	1	AT&T-KY	X				
	2	AT&T-KY	X				
	3	AT&T-KY	X				
4-Provisioning and Ordering	1	AT&T-KY	X				

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	2	AT&T-KY	X				
	3	AT&T-KY	X				
	4	AT&T-KY	X				
	5	AT&T-KY	X				
	6	AT&T-KY	X				
	7	AT&T-KY	X				
	8	AT&T-KY	X				
	9	AT&T-KY	X				
5-Maintenance	1	AT&T-KY	X				
	2	AT&T-KY	X				
	3	AT&T-KY	X				
	4	AT&T-KY	X				
	5	AT&T-KY	X				
	6	AT&T-KY	X				
	7	AT&T-KY	X				
	8	AT&T-KY	X				
6-Connectivity Billing and Recording	1	AT&T-KY	X				
	2	AT&T-KY	X				
	3	AT&T-KY	X				
	4	AT&T-KY	X				
	5	AT&T-KY	X				
	6	AT&T-KY	X				
	7	AT&T-KY	X				
	8	AT&T-KY	X				
	9	AT&T-KY	X				

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	10	AT&T-KY	X				
	11	AT&T-KY	X				
	12	AT&T-KY	X				
	13	AT&T-KY	X				
	14	AT&T-KY	X				
	15	AT&T-KY	X				
	16	AT&T-KY	X				
	17	AT&T-KY	X				
	18	AT&T-KY	X				
7-Provision of Customer Usage Data	1	AT&T-KY	X				
	2	AT&T-KY	X				
	3	AT&T-KY	X				
	4	AT&T-KY	X				
	5	AT&T-KY	X				
	6	AT&T-KY	X				
	7	AT&T-KY	X				
	8	AT&T-KY	X				
	9	AT&T-KY	X				
	Appendix 1	AT&T-KY	X				
	Appendix II	AT&T-KY	X				
	Section 1	AT&T-KY	X				
	Section II	AT&T-KY	X				
	Section III	AT&T-KY	X				
	Section IV	AT&T-KY	X				
	Section V	AT&T-KY	X				
	Section VI	AT&T-KY	X				

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	Section VII	AT&T-KY	X				
8-Local Number Portability	1	AT&T-KY	X				
	2	AT&T-KY	X				
	3	AT&T-KY	X				
	4	AT&T-KY	X				
9 – Network Security	1	AT&T-KY	X				
	2	AT&T-KY	X				
	3	AT&T-KY	X				
10 – Acronym		AT&T-KY	X				
11 – Defintions		AT&T-KY	X				
12 – Performance Measurements	1	AT&T-KY	X				
	2	AT&T-KY	X				
	3	AT&T-KY	X				
	4	AT&T-KY	X				
	5	AT&T-KY	X				
	6	AT&T-KY	X				
	7	AT&T-KY	X				
13 – BAPCO		AT&T-KY	X				
14 – Bona Fide Request Process	1	AT&T-KY	X				
15 – Interface Requirements	1	AT&T-KY	X				
	2	AT&T-KY	X				
	3	AT&T-KY	X				
	4	AT&T-KY	X				

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	5	AT&T-KY	X				
	6	AT&T-KY	X				
	7	AT&T-KY	X				
	8	AT&T-KY	X				
	9	AT&T-KY	X				
	10	AT&T-KY	X				
Amendments/Revised Pgs.		AT&T-KY	X				

AGREEMENT

This Agreement, which shall become effective as of the 14th day of July, 1999, is entered into by and between Teleport Communications Group, Inc., ("TCG") a Delaware corporation on behalf of itself, and BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns.

WHEREAS, the Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996; and

WHEREAS, section 252(i) of the Act requires BellSouth to make available any interconnection, service, or network element provided under an agreement approved by the appropriate state regulatory body to any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement in its entirety; and

WHEREAS, TCG has requested that BellSouth make available the interconnection agreement in its entirety executed between BellSouth Telecommunications, Inc. and AT&T Communications of the Southern States, Inc. ("BellSouth/AT&T Interconnection Agreement") dated August 13, 1997 for the state of Kentucky.

NOW, THEREFORE, in consideration of the promises and mutual covenants of this Agreement, TCG and BellSouth hereby agree as follows:

1. TCG and BellSouth shall adopt in its entirety the BellSouth/AT&T Interconnection Agreement ("Adopted Agreement") dated August 13, 1997 and any and all amendments to said agreement executed and approved by the appropriate state regulatory commission as of the date of the execution of this Agreement.

ITEM	NO. PAGES
Adoption Papers	4
Title Page	1
Table of Contents	3
General Terms and Conditions	65
Attachment 1	9
Attachment 2	110
Attachment 3	50
Attachment 4	8
Attachment 5	5
Attachment 6	28

Attachment 7	48
Attachment 8	6
Attachment 9	4
Attachment 10	7
Attachment 11	9
Attachment 12	10
Attachment 13	12
Attachment 14	1
Attachment 15	12
Amendment	4
TOTAL	396

2. In the event that TCG consists of two (2) or more separate entities as set forth in the preamble to this Agreement, all such entities shall be jointly and severally liable for the obligations of TCG under this Agreement.

3. The term of this Agreement shall be from the effective date as set forth above and shall expire as set forth in section 2 of the BellSouth/AT&T Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to section 2 of the BellSouth/AT&T Interconnection Agreement, the effective date shall be August 13, 1997.

4. TCG shall accept and incorporate any amendments to the BellSouth/AT&T Interconnection Agreement executed subsequent to the date of this Agreement, as a result of any final judicial, regulatory, or legislative action.

5. Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person or given by postage prepaid mail, address to:

BellSouth Telecommunications, Inc.

TCG Account Team
Suite 200
1960 W. Exchange Place
Tucker, Georgia 30084

and

Susan Arrington
Manager - Interconnection Services
34S91 BellSouth Center
675 W. Peachtree Street, N.E.
Atlanta, Georgia 30375

General Attorney - COU
Suite 4300
675 W. Peachtree St.
Atlanta, GA 30375

Teleport Communications Group, Inc.

Bill Peacock
Director – Negotiations Local Service and
Access Management
AT&T
1200 Peachtree Street, N.E.
Room 4160
Atlanta, Georgia 30309

With a copy to:

Chief Commercial Attorney
AT&T
1200 Peachtree Street, Prom I
Room 8100
Atlanta, Georgia 30309

or at such other address as the intended recipient previously shall have designated by written notice to the other Party. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

6. The Parties hereby agree that Section 16 of the General Terms and Conditions of the Adopted Agreement is hereby deleted in its entirety and replaced with the following language:

16. Except as otherwise stated in this Agreement, the parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the parties will petition the Commission for a resolution of the dispute. However, each party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement.

7. The Parties hereby agree that Part IV, Section 37 of the General Terms and Conditions section of the Adopted Agreement is hereby deleted in its entirety and replaced with the following language:

37. Compensation for Call and Transport Termination

The rates that TCG and BellSouth shall charge each other for the termination of local calls are set forth in Table 1 (See Section 36 for Table 1). Facilities needed to be purchased by either TCG or BellSouth, for the purpose of interconnecting the networks of one company with the networks of the other may be purchased at rates, terms and conditions set forth in BellSouth's Intrastate Switched Access (Section E6) or Special Access (Section E7) Services tariff.

8. The Parties agree that Attachment 1 of the Adopted Agreement is not applicable and is hereby deleted in its entirety.

9. The Parties to this Agreement hereby agree that all of the other provisions of the BellSouth/AT&T Interconnection Agreement dated August 13, 1997, shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their authorized representatives.

BellSouth Telecommunications, Inc.

Signature on File

Signature

Jerry D. Hendrix
Name

7/14/99
Date

Teleport Communications Group, Inc.

Signature on File

Signature

Michelle L. Augier
Name

7/13/99
Date

AMENDMENT
TO AGREEMENT BETWEEN
BELLSOUTH TELECOMMUNICATIONS, INC.
AND TELEPORT COMMUNICATIONS GROUP, INC.
DATED JULY 14, 1999
KENTUCKY

Pursuant to this Amendment (the "Amendment"), BellSouth Telecommunications, Inc. ("BellSouth") and Teleport Communications Group, Inc. ("TCG"), hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Agreement between the Parties July 14, 1999 ("Agreement").

WHEREAS, BellSouth and TCG entered into an Interconnection Agreement on July 14, 1999 and;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BellSouth and TCG hereby covenant and agree as follows:

1. Attachment 2 of the Interconnection Agreement is hereby amended to include the following terms and conditions for Order Coordination – Time Specific:

2.2.3.16 Order Coordination – Time Specific

2.2.3.16.1 "Order-Coordination-Time Specific" is a chargeable option and refers to service order coordination in which TCG requests a specific time for a service order conversion to take place. Loops on a single service order of 14 or more loops will be provisioned on a project basis. If TCG specifies a time outside regular working hours as defined below, or selects a time or quantity of loops in excess of 14 that require BellSouth technicians to work outside regular working hours, overtime charges may apply in addition to the OC-TS charges. Overtime charges will be applied according to actual costs based on type of force group required to perform the work, overtime hours worked.

2.2.3.16.2 For purposes of this Amendment, BellSouth's regular working hours are defined as follows:

2.2.3.16.2.1 Monday – Friday – 8:00 a.m. – 6:00 p.m. (Excluding Holidays)
(Resale/UNE non-coordinated, coordinated orders and order coordination-time specific)

2.2.3.16.2.2 Saturday - 8:00 a.m. – 6:00 p.m. (Excluding Holidays)
(Resale/UNE non-coordinated orders)

2.2.3.16.3 It is understood and agreed that BellSouth technicians involved in provisioning service to TCG may work shifts outside of BellSouth's regular working hours as defined in Section 2.2 above (e.g., the employee's shift ends at 7:00 p.m. during daylight savings time). To the extent that TCG requests that work necessarily required in the provisioning of service to be performed outside BellSouth's regular working hour and that work is performed by a BellSouth technician during his or her scheduled shift such that BellSouth does not incur any additional costs in performing the work on behalf of TCG, BellSouth will not assess TCG additional charges beyond the rates and charges specified in this Agreement.

2. Part IV, Table 1 of the General Terms and Conditions of the Interconnection Agreement is hereby amended to include the following rate for OC-TS:

Order Coordination-Time Specific	USOC	Kentucky
NRC- Incremental Charge - per LSR	OCOSL	\$55.00*

*Rate is interim, subject to true-up once permanent rates are ordered by Commission

3. All of the other provisions of the Agreement, dated July 14, 1999, shall remain in full force and effect.

4. Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

Teleport Communications Group, Inc.

BellSouth Telecommunications, Inc.

By: _____

By: _____

Name: _____

Name: Jerry Hendrix

Title: _____

Title: Senior Director

Date: _____

Date: _____